



**RFP # 0126-10- RCP**  
**RECREATION CAMP PROGRAMS – ONGOING SOLICITATION**

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## 1.0 GENERAL

**ACCESS TO RFP UPDATES:** This RFP and any addenda are available on the City of Falls Church ("City") website: [www.fallschurchva.gov](http://www.fallschurchva.gov). The Open Bids link is listed under the Purchasing & Procurement link in the Popular Topics Section on the home page.

Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP.

All addenda must be signed and submitted with your proposal.

Any questions pertaining to this solicitation must be in writing and shall be directed only to:

Faye Smith, Purchasing Manager  
The City of Falls Church  
300 Park Ave, Falls Church, VA 22046  
[fsmith@fallschurchva.gov](mailto:fsmith@fallschurchva.gov) / Phone: 703.248.5007  
with a copy to [amaltese@fallschurchva.gov](mailto:amaltese@fallschurchva.gov)

All questions must be submitted in writing.

The contents of the proposal submitted by the successful offeror and this RFP may become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.

The City of Falls Church reserves the right to reject any or all proposals submitted, to withdraw or re-advertise this RFP. This is a request for proposal and is in no way to be misconstrued as a commitment to purchase on the part of the City.

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability call 703 248-5007, (TTY 711).

## 2.0 COMPETITION INTENDED

It is the City's intent that this Request for Proposals (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Manager, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Manager not later than fifteen (15) days prior to the date set for acceptance of proposals.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All qualified offerors are encouraged to submit proposals.

## 3.0 PURPOSE AND BACKGROUND

- A. The purpose and intent of this Request for Proposal is to seek proposals from private firms who can provide camp programs for Spring Break Camp, Winter Break Camp and/or Summer Camp sponsored by the City of Falls Church Department of Recreation and Parks.
- B. The City Recreation and Parks Department is interested in attracting offerors willing to provide high quality instruction, personnel, and equipment (either utilizing City or other facilities) at/or below market price to afford City residents a wide variety of camp programs in an economical manner.
- C. To ensure offering high quality, innovative camp programs, the City will accept proposals throughout the year. Offerors may propose one or more of the activities listed herein. Those offerors whose proposals are accepted will be placed with the pool of providers from the prior acceptance dates.
- D. The City reserves the right and firms should be aware that the City may release from time to time RFPs for specific camps as may be in the City's best interest.

**E. The service period for proposals will be as follows:**

Proposals must be received by:  
 April 30, 2010  
 October 22, 2010

For the session of:  
 June 6- September 3, 2010  
 December 1, 2010 – April 30, 2011

The City reserves the right to modify the dates and/or accept proposals at any time it if is in the City's best interest.

**Advertisement Deadlines:**

Only proposals accepted by February 12, 2010 for the session of June 6- September 3, 2010 will be included in the Summer Classes brochure. All proposals accepted after February 12 will not be included in any City publication.

Only proposals received by October 22, 2010 for the session of December 1, 2010 – April 30, 2011 will be included in the Winter/Spring brochure. All proposals accepted after October 22, 2010 will not be included in any City publication.

The service periods shall be the same for each renewal year exercised by the City.

**4.0 SCOPE OF WORK/REQUIREMENTS**

The information below describes the minimum requirements and standards of the services to be provided.

**4.1 Proposed Camp Schedule and Facilities:**

- A. Spring Break and Winter Break camps meet during the weeks of Falls Church City Public Schools' Winter and Spring breaks. Spring Break camps are also offered the week that our local private school, St. James is on spring break. Summer camps usually begin the week after school ends and operate through the week before Falls Church City Public Schools begin in the fall.
- B. Camps should take place from 9:00am to 3:00pm, with a lunch break provided.
- C. Facilities that may be made available to camp contractors include the Falls Church Community Center, indoor and outdoor space at George Mason High School, and indoor and outdoor space at Mary Ellen Henderson. Outdoor spaces include tennis courts, a synthetic turf rectangular field, a baseball field, a softball field and flat grass areas. Indoor spaces can include gyms, classrooms, etc.
- D. Camps/Classes locations may, at the City's direction and discretion, be held at:
  - The Falls Church Community Center - 223 Little Falls St., Falls Church, VA 22046.
  - George Mason High School - 7124 Leesburg Pike, Falls Church, VA 22043.
  - Mary Ellen Henderson Middle School - 7130 Leesburg Pike, Falls Church, VA 22043.
- E. The City has a 26 passenger bus and a 15 passenger van which may be used by the City to transport campers to camps offsite. Please note that not all facilities may be available every week.

**4.2 Proposed Camps**

- A. The Camp Programs will be for youth ranging from three (3) to eighteen (18) years of age.
- B. Activities may be held at the City Community Center, a City School location, the contractor's place of business or another off site location as approved by the City.

- C. Qualified offeror(s) may submit proposals for one, several, or all of the types of activities listed below. Additionally, if a particular type of program is offered in one age group and not in another, it does not disqualify the offeror's proposal from consideration. The City will also consider proposals in categories other than those listed below. Contractors are encouraged to offer new camp ideas.

**Adventure Activities**

Archery	Biking (Bike Tours, Mountain Biking, BMX, etc.)	Canoeing	Caving
Excursion	Fishing	Kayaking	Laser Tag
Orienteering/ Wilderness Survival	Paintball	Rock Climbing (Indoors/Outdoors)	Ropes/Course Challenge
Sailing	SCUBA Diving	Snorkeling	Team Building
Tours	Trail Rides	Tubing	White Water Rafting

**Sports/Fitness:**

Aerobics	Baseball	Basketball	Bowling
Cheerleading	Dog Obedience/Agility	Fencing	Field Hockey
Football (non- contract)	Golf	Gymnastics/ Tumbling	Horseback Riding
Lacrosse	Martial Arts	Multi Sports	Pilates
Roller Hockey	Skating (i.e. In-Line Skating, Skateboarding, etc)	Soccer	Softball
Sports Training	Tennis/Racquet Sports	Volleyball	Water sports (Swimming, polo, etc.)

**Fine & Performing Arts:**

Arts and crafts	Music	Dance	Drama
Etiquette/Manners	Magic	Modeling	Theater

**General**

Toddler	Science	Nature	Cooking
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**4.3 Curriculum**

A. Sports/Adventure:

- (1) The program shall provide for extensive exposure to fundamental skill development of the specific sport/adventure.
- (2) There shall be a varied program of drills, lead-up games and individualized attention to maintain interest and facilitate maximum development for sports.

- (3) Strategies of the sport, basic playing rules, equipment and playing conditions inherent to the activity shall be incorporated into the instructional curriculum and treated as an integral component of the camp.
- (4) Multiple and varied competitive opportunities shall be available for all campers in a manner most appropriate for the skill and development level of the individual camper.
- (5) Important safety guidelines in terms of equipment, rules and participation should be stressed in the initial instruction and through out the entire program.
- (6) Supervised access to rest room facilities and water will be made available at all times during the camp program.
- (7) If movies or videos are part of the instructional program, they must be approved by the City prior to their showing.

**B. Educational:**

- (1) The program shall provide for extensive exposure to the fundamental skill development of the specific area. There shall be a varied program of activities and individualized attention to maintain interest and facilitate maximum development. Additionally, the camp should culminate in a final project or activity, such as a play, performance, movie, artwork, etc.
- (2) Important safety guidelines should be stressed in the initial instruction and through out the entire program.
- (3) Supervised access to rest room facilities and water will be made available at all times during the camp program.
- (4) If movies or videos are part of the instructional program, they must be approved by the City prior to their showing.

#### **4.4 Evaluation**

At the completion of each specialty camp an evaluation form, designed by the contractor and approved by the City, is to be completed by the camp staff and given to each participant to provide the camp with specific goals for improvement in the particular sport.

Each camper is also to be given an evaluation form at the conclusion of the camp so that they might evaluate the camp. This form is provided by the City and will be distributed during camp.

#### **4.5 Participant Fees**

The Contractor shall submit in their proposal a schedule of fees for each proposed camp. The fees shall be inclusive of all materials, supplies and equipment for the camp and campers.

Contract should specify on the Price Schedule, the Fee to be charged per camper as well as the percentage of the fee to be paid to the Contractor. The City generally anticipates paying Contractor a maximum of 75% of the camper fees.

In instances where the City provides transportation, the City anticipates paying a Contractor a maximum of 72%. Furthermore, in instances where the City provides transportation and supervision, the City anticipates paying a contractor a maximum of 70%.

#### **4.6 Payment to the Contractor**

Payment will be issued to the Contractor upon final completion of the camp and enrollment numbers have been verified. Contractors must submit an invoice reflecting the name of the camp, contractor's address, number of verified participants, cost for the week, and total amount owed.

#### 4.7 Registration

Promotional brochures will be printed by the Recreation & Parks Department. Camp information and registration will also be placed on the City's Website. The City's Recreation and Parks Department staff will accept and process all registrations. Camper registration will take place by telephone, internet and in-person at the Falls Church Community Center. All payments will be made to the City.

#### 4.8 Contractor Responsibilities

- (1) Camps will be required to have campers sign in and out daily. The signed sheets should be submitted weekly to the City representative.
- (2) The contractor shall check identification to assure that all campers have been picked up by a parent, individuals designated by the parents, guardian or staff from the City Recreation and Parks department prior to departure from the camp each day. If any problem arises concerning pick up of campers by parents or designated driver, the contractor will contact the Recreation Department staff immediately.
- (3) No photos of campers, contact information, names, or other identifying marks or information may be posted on the internet including social websites such as facebook, etc.; or used in Contractor's advertising or other media or public documents unless the contractor is in possession of a signed photo consent form.
- (4) The selling of food/beverages must be approved by the City in advance. Contractors are not permitted to sell candy.
- (5) The contractor will provide each camper with a T-shirt or some other item approved in advance by the Recreation and Parks Department. The Contractor shall submit all designs in advance for City approval well in advance of the start of Camp.
- (6) The contractor is responsible for cleaning up all trash left by the campers and staff, and placing the trash and recyclables in appropriate receptacles provided by the City.
- (7) The contractor will be responsible for repair or replacement of any equipment belonging to the City or the City Schools, which is damaged, destroyed or broken by any of the campers or staff. The contractor will be required to assume full replacement responsibility for any City or City School property, issued to the Contractor for use in the camp that is stolen or lost.
- (8) Contractor shall provide (or have ability to provide) all equipment necessary to conduct the camp.
- (9) The contractor shall comply with the provisions of the American with Disabilities Act of 1990 which prohibits the discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- (10) The contractor is responsible for providing a certificate of insurance that provides coverage for bodily injury and property damage in the amount of one million dollars (\$1,000,000.00) per occurrence.
- (11) The City's Emergency Care information form will be made available to all participants. It is the responsibility of the Contractor to collect the form and always have a form on site for each child. Any additional forms that the Contractor would like to have completed should be submitted with the proposal.
- (12) See Attachment E "Camp Guidelines" for additional information and/or requirements.

**4.9 Qualification Requirements/Responsibilities:**

- (1) Provide participants with a well-organized, fun-filled instruction and the opportunity to develop skills and/or maintain proficiency in the camp's focus.
- (2) Create an environment of thinking and acting safely at all times by cultivating cooperation, encouragement, teamwork and fairness among participants.
- (3) Demonstrate kindness and patience toward every participant.
- (4) Give positive encouragement and feedback to every participant.
- (5) Inform parents or legal guardians about behavioral problem if and when they arise. Develop a plan of action on how to work calmly, patiently and attentively with the parents and student to resolve the issue.
- (6) Provide a safe environment at all times for all participants and staff.

**4.10 City Rights and Responsibilities**

- (1) The City will provide the following support to the successful offeror(s):
  - Advertise the programs in the City's publications, where applicable.
  - Conduct registration of participants, collect fees, process refunds, and process vendor invoices and payments.
  - Except as otherwise specified or negotiated, shall provide indoor and/or outdoor facilities for Camps at the City's facilities. Additional space for specialized programming or inclement weather can be negotiated and may be at the expense of the successful offeror(s).
- (2) The facilities listed in this RFP are subject to change, based on availability at the discretion of the City.
- (3) Should maintenance be required at the City facility in which a program(s) is to be held or is currently in progress, the City reserves the right to relocate the program(s) to an alternate City facility, or upon agreement to other off site location. Should the relocation result in postponement or cancellation of some, most or all of the scheduled program(s) then the City will refund the participants monies or, upon agreement, reschedule the remaining portions of the program as appropriate. The City shall not be held responsible for any loss in contractor's income or wages due to emergency repairs, inclement weather cancellations and/or any unforeseen circumstances that require closure of City facilities.
- (4) The storage of any equipment, supplies, materials, storage units, personal property and tools are the sole responsibility of the successful offeror. Any on-site storage privileges may be negotiated and are at the discretion of City staff. The City shall not be held responsible for any costs of successful offeror's property in storage due to loss, damage, theft, facility maintenance, location of the stored property, vandalism, force majeure and/or any unforeseen circumstances.
- (5) The City reserves the right to contact references, make on-site visits to assess the capabilities of the individual contractor, contract participants to assess satisfaction, and monitor contract performance.
- (6) Cancellations:
 

The City reserves the right to cancel camps and programs for which there is insufficient registration. These cancellations are done seven (7) days prior to the first camp meeting. Cancellations shall be at the discretion of the City staff.

The City reserves the right to select an alternate City location for a program/camp from what the contractor proposes.



The City reserves the right to refuse a program/camp depending on the current demand, facility space, or current number of providers for a particular program/camp. If a proposal is submitted for a particular quarter and is not accepted, the City may keep the proposal and the contractor may resubmit new dates/programs and costs for the next quarter. The City will then re-evaluate the proposal at that time.

(7) **Satisfaction Guarantee**

Refund Policy - Contractors shall to adhere to the City's Camp Refund Policy (see Exhibit A "Camp Refund Policy"). Any proposed exceptions to this policy shall be submitted in writing with the proposal for the City's consideration and final decision.

The City will have the right to make refund decisions or to make other accommodations for registrants in order to maintain customer satisfaction. In cases where refunds to registrant (s) are made, the successful offeror (s) will not be paid for that individual registrant.

In case of inclement weather, emergencies or other reasons that prevent camps from being completed by the end of a session, customers will be refunded for camps not completed and contractor's revenue adjusted accordingly.

For quality monitoring purposes, the City may conduct random evaluations of programs. The City will provide evaluation forms to the contractor that the contractor shall distribute to all participants of the session being evaluated.

(8) **The City reserves to right to add, delete or change service types, site locations and/or service frequency dependent upon requirements that may develop during the contract period.**

## **5.0 COMMUNICATIONS**

The City will designate a Project Manager as the City authorized authority for all work performed under any contract resulting from this solicitation. The Project Manager shall coordinate the work and be the primary contact for communications regarding the services to be provided unless otherwise provided herein.

## **6.0 CONTRACT PERIOD AND RENEWAL OPTIONS**

- A. The proposed contract shall cover the period from date of award through a one (1) year period or as otherwise negotiated.
- B. Contracts may be renewed upon the same unit pricing, terms, and conditions at the expiration of its initial term for a maximum of two (2) one- year renewal periods by mutual written agreement between the parties, except as otherwise provided herein.

Notice of intent to renew will be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City to a contract renewal.

If the Contractor intends not to accept contract renewal, they shall notify the City at least ninety (90) days prior to the expiration of the then current contract term, whether or not, the City provides a notice of intent to renew as detailed in the paragraph above.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:**

The City's obligation under multiyear contracts is contingent upon actual funding approval and appropriation for such contracts in succeeding years as may be granted by the appropriate City authority. If funds are not appropriated or otherwise made available to support continuation of the performance of this agreement in a subsequent fiscal year, then this agreement shall be canceled and the Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services

delivered under this agreement. No amount shall be allowed for anticipated profit on unperformed services.

## **7.0 PRICES AND PRICE ADJUSTMENT**

- A. The Contractor agrees that prices shall remain firm through the initial term of the Contract or 365 days which ever is later.
- B. Thereafter, the Contractor may request, in writing, an increase in unit prices once every 365 days. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the percentages. Initial percentages and subsequent renewal percentages are guaranteed for a minimum of twelve (12) months. Any change in percentages after the initial term or any renewal term shall be limited to the lesser of: a) the prior year's increase in the Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W) – Other Goods and Services, (unadjusted for seasonal changes for the current twelve (12) month period) or b) three percent (3%).
- C. Price or percentages may be increased only upon approval of a written request to the Purchasing Manager. Upon receipt of the Contractor's request, the City shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- D. The Contractor shall provide the City prior written notice of any potential increases at least sixty (60) days prior to the proposed effective date of such increase.
- E. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment.
- F. Approved price adjustments shall be documented and the contract shall be modified accordingly.
- G. Any orders placed prior to the proposed effective date of the increase shall not be subject to such increase.
- H. Price reductions may be initiated by the contractor at any time and shall be effective immediately.

## **8.0 PROPOSAL PREPARATION**

### **A. General**

- 1. Failure to submit a proposal accompanied by the signed and dated Cover Sheet provided shall be a cause for rejection of the proposal. Proposals must be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Manager requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion.
- 2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of context. Each copy of the proposal should be bound in a single volume. The City encourages Offerors to use recycled paper and double sided printing, wherever possible.
- 3. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not such a bid/proposal should be considered as non-responsive.

**B. Specific Requirements**

1. Proposals should be as thorough and detailed as possible so that the Selection Committee may properly evaluate the offeror's capabilities to provide the required product/service.
2. Offerors are required to submit the following as a complete proposal:
  - a. **RFP Cover Page**, signed and completed as required. Include name, telephone number and email address of person to contact regarding proposal questions or issues if different from that on RFP Cover page.

The Offer's signature on the RFP cover page certifies that

- 1) the proposal, as submitted, complies with all Terms and Conditions as set forth in the referenced RFP unless otherwise detailed in the "Exceptions" section of the proposal.
- 2) in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
- 3) the offeror (including any partner, associate, or subcontractor associated with the provision of goods/services under this RFP) is not currently suspended, debarred or otherwise excluded from conducting business by the Commonwealth of Virginia or any political subdivision from submitting proposals on contracts for the type of products/services covered by this solicitation, nor is offeror (partner, associate or subcontractor) an agent of any person or entity that is currently so debarred, suspended or excluded.

**b. Proposal / Functional Requirements to include (For EACH Camp proposed):**

- 1) Minimum education and experience level of personnel on staff or to be hired for project; other similar projects or engagements; training and experience in the specific sport or educational program; Experience in working with youth groups (professional and/or recreational); certifications, awards, standards of excellence, etc.; behavior management policy for youth, length of time your firm been in business.
- 2) The minimum, optimum and maximum number of participants for each camp shall be included in the contractor's proposal along with applicable age range(s).
- 3) Number of consecutive days each camp will run per session.
- 4) The amount and type of space desired (i.e. gyms, rooms) should be included in proposal. The final decision on how much and what space made available will be determined solely by the City
- 5) Contractors must provide in the proposal a curriculum of clearly defined goals and objectives for each camp proposed in the psychomotor (physical), cognitive (intellectual) and affective (social) domains. These goals and objectives shall be consistent with the instructional content of the camp. Describe methods of instruction. If method of instruction varies for age groups or persons with physical or developmental disabilities, describe.
- 6) Include an inclement weather plan for any proposed outdoor programs.
- 7) List/Describe equipment/material that is included and will be given to participants as part of the total Student Fee.

- c. **Detailed Cost Proposal for each Camp** proposed including any options. – See Attachment A
- d. **References/Prior Experience with the City** - Provide a minimum of three commercial or governmental (3) references (other than the City) who could attest to the Offeror's past performance to provide product/services similar to those required for the contract. The list should include company or public body name, contact persons, telephone numbers and email addresses. See Attachment B.  
  
In addition, submit details of any prior experience with programs, camps and/or classes provided to the City within the past three (3) years.  
  
Offeror may also attach any recommendations and/or evaluations from current or previous clients and/or students/parents of students that demonstrate success with similar programs.
- e. **EXCEPTIONS:** The offeror shall identify (by Section Number) any specific sections or issues and elaborate on any exceptions and proposed resolution(s) to any and all technical, functional, cost, or other issues and/or terms and conditions (including Special & General Terms & Conditions) herein in a subsection labeled "Exceptions".
- f. See Submission Check List Summary in Attachment C
- g. **Authority to Bind Firm in Contract** - Proposals **MUST** give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**.

## 9.0 PROPOSAL SUBMISSION REQUIREMENTS

- A. In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and one (1) copy of each proposal must be submitted to the City's Purchasing Office as detailed below. No other distribution of proposals shall be made by the offeror.
- B. Offerors should not to contact members of the Parks and Recreation Department or other City staff regarding this solicitation. The City will not consider information other than the materials provided via duly submitted proposals for initial evaluation purposes.
- C. Proposals shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the RFP number (RFP# 0126-10-RCP) and RFP title (Recreation Camp Programs), and the date/time proposals are delivered. Proposals are to be submitted by mail, courier or delivered in person **ONLY** to:  
  
Attn: Purchasing Manager  
City Of Falls Church  
300 Park Avenue, Rm 300 E, 3<sup>rd</sup> Floor, East Wing  
Falls Church, Virginia 22046 / (703) 248-5007
- D. The City Purchasing Office is open for the receipt of proposal from 8:30 AM until 4:30 PM, Monday through Friday (excluding City holidays). The City is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- E. Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.
- F. All questions regarding this solicitation must be in writing. Any material interpretation of a specification, as determined by the Purchasing Manager, will be expressed in the form of an addendum which will be sent to all prospective offerors and/or posted on the City's website ([www.fallschurchva.gov](http://www.fallschurchva.gov)). Oral answers will not be authoritative.
- G. **Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP.**
- H. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the offeror. Carelessness in quoting business terms (i.e. prices), or in preparation of the

proposal will not relieve the offeror. When an error is made in extending total prices, the unit price will govern. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after negotiation cannot be corrected, and the offeror will be required to perform if its proposal is accepted.

- I. By submitting a proposal in response to this Request for Proposal, the offeror represents it has read and understands the Scope of Work, Specific Provisions, General Terms and Conditions any other attachments hereto and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- J. The failure or omission of any offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, if applicable, shall in no way relieve any offeror from any obligations with respect to its proposal or to the contract.
- K. Trade secrets or proprietary information submitted by an offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, **the offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).**
- L. The offeror agrees that proposals will remain firm for a minimum period of one hundred and twenty (120) calendar days after the date submitted.
- M. The City has the indisputable right to cancel the RFP and/or stop the RFP without giving any justification and/or accept or reject any proposal, or part of any proposal.
- N. Conditional proposals are subject to rejection in whole or in part.
- O. Under no circumstances shall an offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.

## 10.0 BASIS OF AWARD

- A. The awards, if made, will be made to the responsible offerors whose proposals, conforming to the solicitation, are determined to be the most advantageous, and represent the Best Value to the City taking into consideration costs, and other factors as set forth in the Section below.
- B. The City reserves the right to award the contract(s) in the aggregate, by individual service, or any combination, whichever is in the best interest of the City.
- C. A Selection Advisory Committee ("Committee") has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee will review and conduct an evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.
- D. In the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner when so requested.
- E. The City may for each camp classification (i.e. Dance, Excursion Adventure, Golf), engage in individual discussions with multiple firms deemed most fully qualified, responsible and suitable by the Committee on the basis of factors stated in the section entitled "Proposal Evaluation Criteria" with emphasis on professional competence, strength and weaknesses of their narrative statements, response to questions, references, interview presentation and overall competence to provide the required services. Repetitive informal interviews shall be permissible. During such discussions, offerors shall be encouraged to elaborate on their

qualifications and performance data or staff qualifications pertinent to the proposed project, as well as alternate concepts.

- F. At the conclusion of the informal interviews, on the basis of evaluation factors outlined in this RFP and all information developed in the selection process to this point, the Evaluation Committee, shall select, offerors whose professional qualifications, cost factors and proposed services are deemed most meritorious.
- G. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offerors which, in its opinion, have made the best proposal and shall award contracts accordingly.
- H. Should the City determine in writing that only one (1) offeror is fully qualified for a particular project, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror without further contact with the other offerors.
- I. The City reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- J. Proprietary information from competing offerors shall not be disclosed to the public or to the competitors.
- K. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the offeror's proposal as negotiated.
- L. The City is using the Competitive Negotiation method (non-professional services) for source selection, per the Virginia Public Procurement Act, for this procurement.

## 11.0 PROPOSAL EVALUATION CRITERIA

- A. Selection of the successful offeror(s) will be based upon a "Best Value" evaluation. Best Value means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the City's needs.
- B. For evaluation purposes, all evaluation factors, including cost/revenue factors, are relatively equal in importance:
- C. The City will review each offeror's Proposal and the minimum criteria to determine the relative Best Value evaluation of each Offeror which factors include:
  - 1. **Attributes of the Camp(s), Contractor, and Staff qualifications** - These factors include features of the camp program(s), experience, technical capabilities, professional competence, qualifications of the offeror and key personnel to be assigned to the project. The overall quality of the proposed program, in terms of goals, objectives, and philosophical approach to development and management of programs being offered; licenses, certifications, awards, standards of excellence, evidence of safety precautions, etc.
  - 2. **Responsiveness and depth of response to the requirements** - A clearly demonstrated understanding of the services to be provided and work to be performed. A demonstrated understanding of the City's needs, including but not limited to, completeness and reasonableness of the offeror's plan for accomplishing the Scope of Work. Offerors are advised that organization and thoroughness of their responses are critical to the City's evaluation process.
  - 3. **Proposal Presentation** - Proposals should be complete and provide all key information. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of context.

4. **Completeness and Reasonableness of Costs** – Proposal should include income potential to the City as well as costs to participants. Consideration of the market value of services, promotes maximum participation of City residents, and demonstrates a breakdown that is fair for the City and the campers. Include itemization and explanation of all fees, costs and charges, including options. Payment terms shall be included in consideration of overall prices. See Attachment A “Program Proposal Price Schedule”.
  5. **References** - The quality of similar work performed for the City and other clients will be a significant consideration in the award of contracts. The Offeror must have performed satisfactorily in previous contracts of similar size and scope; or, otherwise must demonstrated its capability to perform the contract the City seeks to establish through this RFP. Offeror should have favorable references from the City, commercial or other government entities and/or be able to otherwise demonstrate ability to perform services as proposed. See Attachment B “References”.
  6. **Compliance** – Offerors agreement to and ability to meet/exceed all requirements contained herein. Includes negotiation of any and all exceptions to scope or other provisions in this solicitation.
- D. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for the offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. Oral presentations are an option and may not be conducted. Therefore, proposals should be comprehensive and complete.

## 12.0 SPECIFIC PROVISIONS

Precedence of Terms: In the event that there is a conflict between any specific provision(s) in this section and any specific provision(s) in the General Conditions and Instructions to Bidders/Offerors, the Specific Provisions shall apply.

### A. Choice Of Law

Any contract resulting from this solicitation is made, entered into, and shall be performed in the City of Falls Church, Virginia, unless otherwise specified, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract, its interpretations, or its performance shall be litigated only in either the General District Court or in the Circuit Court of the County of Arlington, Virginia.

### B. Compliance With Laws

The Contractor shall comply at its own expense with all federal, state, and local laws, rules, regulations, and orders that are directly or indirectly related to the Contractor's performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections. The Contractor shall comply with the Code of Virginia and Section 2.2-4300, the Virginia Procurement Act. The Code of Virginia and the Virginia Public Procurement Act are incorporated herein by reference.

### C. License Requirement

All firms doing business in the City of Falls Church must be licensed in accordance with the City's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in the City are exempt from this requirement. Questions regarding the BPOL license and tax should be referred to the Office of the Commissioner of the Revenue, 300 Park Avenue, Suite #104E, Falls Church, Virginia 22046-3301. Phone: (703) 248-5019; Fax: (703) 248-5212.

### D. Purchase Orders

Contractor shall not start work prior to the receipt of a purchase order. A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will

become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia and assures distribution of the necessary receiving reports.

Any purchase order issued by the City which references this solicitation or resultant contract, shall be deemed to be placed under and incorporate the terms and conditions of this solicitation or resultant contract as well as any supplemental terms and conditions agreed to by the parties in writing. However, the City's failure to specifically incorporate, identify, or reference the contract on any purchase order shall in no manner affect the applicability of these terms and conditions.

Transactions under \$1,000 do not require a Purchase Order in accordance with the City's Procurement Guidelines which are incorporated herein by reference.

#### **E. Insurance**

- a. The Contractor is responsible for its work and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in any way whatsoever with the contracted work.
- b. The Contractor shall, during the continuance of all work under the contract provide the insurance as detailed below:
  - 1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - 2) Maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the City, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
  - 3) Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
  - 4) Maintain Environmental Impairment Liability Insurance including sudden and accidental pollution and in transit coverage as well as coverage for storage at site in the limits of \$2,000,000 per occurrence/aggregate where appropriate.
  - 5) Maintain Professional Liability Insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff where appropriate.
  - 6) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying



Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy

- c. The coverage shall be provided by a carrier(s) companies admitted within the Commonwealth of Virginia, with the A.M. Best's Key Rating of at least A:VI.
- d. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty five (45) day advance written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation dated. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- e. During the period of the contract, the City reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
- f. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein before any work is started.
- g. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relive the Contractor and all subcontractors of their liabilities provisions of the contract.
- h. Liability Insurance "Claims Made" basis: If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
  - (1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractors or sub-contractors work under this contract, or
  - (2) Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- i. The City, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that his coverage "is primary to all other coverage the City may possess."
- j. If an "ACCORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "..... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

#### **F. Payment Terms**

Payment will be made once each month based upon actual services rendered and/or products received. All such invoices will be paid net thirty (30) days after receipt of an undisputed invoice unless (i) more favorable terms are stated on Contractor's invoice and the City elects to pay on such terms, or (ii) any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Payment terms shall appear on vendor's invoice. Any discount period shall be computed from the date of proper receipt of the Contractor's correct invoice. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act (1%per month)

The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

Payment by the City of invoices does not mean or imply that the goods or services have been accepted and does not impair or limit in any way the City's full rights and remedies which shall be and remain as set forth hereof.

**G. Invoicing**

Upon satisfactory delivery of the products and/or completion of the services, all invoices to the City shall reference the applicable Purchase Order number and be submitted to:

City of Falls Church  
Attn: Amy Maltese  
223 Little Falls St.  
Falls Church, Virginia 22046

The prices and payments shall be full compensation for the products, services, labor, tools, equipment, transportation and all other incidentals necessary to deliver the products and/or complete the services ordered.

Conflicting pre-printed provisions on the reverse or front of the Contractor's form(s) shall be deemed deleted.

**H. Safety**

All contractors and subcontractors performing services for the City are required to comply with OSHA standards, all other Federal and State guidelines, and other industry accepted safety rules and regulations.

**I. Warranties**

Contractor warrants to the City that services provided hereunder shall be diligently, efficiently and skillfully performed in a manner which meets or exceeds the highest prevailing standards in the industry, and in accordance with applicable specifications.

All warranties shall survive inspection, acceptance and payment.

**J. Default**

In case of failure to deliver products, to meet specifications, in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

**K. Termination**

Subject to the provisions below, the contract may be terminated by the City upon thirty days (30) written notice; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall pay the Contractor a reasonable, equitable adjustment in the contract price for completed performance, but no amount shall be allowed for anticipated profit on unperformed services.

b. Termination for Cause

The City may terminate the contract for cause, default, or negligence on the part of the Contractor at any time. Termination by the City for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision (a)

hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

Applicable multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the appropriate City authority. If necessary funds are not appropriated or otherwise made available to support continuation of the performance of the contract in a subsequent fiscal year, then the contract shall be canceled on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first, and the Contractor shall be reimbursed for the reasonable value of any documented nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this agreement. No amount shall be allowed for anticipated profit on unperformed services.

**L. Cooperative Procurement**

- A. This solicitation and the procurement is being conducted on behalf of the City and other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia
- B. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Contractor, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract.
- C. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City acts only as the "Contracting Agent" for these public bodies.
- D. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- E. It is the responsibility of the Contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the Contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that public body.
- F. Offerors not desiring to sell the products or services offered under this solicitation to other jurisdictions under this clause shall so indicate, specifically or in general, such excluded public bodies in their bid. Failure to extend a contract to any public body will have no effect on consideration of your proposal.

**M. Delays**

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the designate City Project Manger. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Except as otherwise provided in the contract, default in promised delivery or failure to meet specifications, authorizes the City to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

**N. Obligation Of Bidder/Offeror**

By submitting a bid/proposal, the Contractor covenants and agrees that he has satisfied itself, from its own investigation of the conditions to be met, that Contractor fully understands

bidder's/offeror's obligation and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

**O. Debarment Status**

By submitting their bid/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bid/proposals on contracts by any agency of the Commonwealth of Virginia.

**P. Correspondence**

All communications between the parties relating to material contractual issues shall be through the Purchasing Manager and must be in writing to be deemed binding.

**Q. Work Site Damages**

Any damage to property, whether owned by the City or others, resulting from work performed under this contract, shall be repaired or replaced to the City's satisfaction at the Contractor's expense. Contractor shall immediately notify City of any such damages.

**R. Additions/Deletions:**

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The City and the Contractor will mutually agree to prices for items/services to be added to the contract and/or reduction in overall costs for items/services deleted. Contract amendments will be issued for all additions or deletions.

**S. Changes**

The City may, at any time, by written order, require changes in the products to be provided or services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for performance of any services or provision of products under the contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The City must approve all work that is beyond the scope of this solicitation. Actual projects/tasks will be ordered in writing by the City, unless for an emergency situation, the Contractor may not begin work on projects until such time as a written authorization and approval of the funding for the project is made.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the City.

**T. Dispute Resolution**

Arbitration shall not be applicable but the parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Disputes by Contractor with respect to the contract which are not otherwise disposed of by mutual agreement shall be submitted in writing and forwarded to the City Purchasing Manager. The Contractor's dispute shall detail all pertinent facts of the dispute and the desired outcome.

Such dispute shall be considered and decided in the first instance by the City's Purchasing Manager, whose decision shall be reduced to writing and forwarded to the Contractor within twenty (20) days of receipt of such written dispute. The decision of the Purchasing Manager shall be final and binding unless within twenty (20) days from the date of such decision, the Contractor forwards a written appeal addressed to the City Manager with copy to the Purchasing Manager. Within twenty (20) days of receipt of such written appeal, the City Manager shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The decision of the City Manager shall be final and binding unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. Pending a final determination of a properly appealed decision of the Purchasing Manager, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**U. Non-Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the contract, shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

The City's failure at any time to enforce any of the provisions of the contract or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this agreement. The exercise by the City of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies, or options.

**V. News Release/Publicity By Contractors**

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases or other publicity concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the City. All proposed news releases will be routed to the Purchasing Manager for review and consideration of approval.

**W. Relationship Of Parties**

In providing any goods or services under any resulting contract, the Contractor is acting solely as an independent contractor and not as an agent of any other party. Persons furnished by the respective parties shall not be considered employees of the other party for any purpose. Nothing contained in the solicitation or any resultant contract is intended to give rise to a partnership or joint venture between the parties.

**X. Provisions Required By Law Deemed Inserted**

Each and every provision of laws and clauses required by law to be inserted in a contract resulting from this solicitation shall be deemed to be inserted and incorporated by reference. The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party, the contract may be amended to make such Insertion.

**13.0 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERS**

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified. Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk and relief cannot be secured on the plea of error.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, proposals on all solicitations issued by the City will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.
- C. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Offeror" and the Standard Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.

1. **DEFINITIONS:** The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:
  - a. **OFFEROR:** Any individual, company, firm, corporation, partnership or other organization providing a proposal in response to a solicitation issued by the Purchasing Manager and offering to enter into contract with the City.
  - b. **CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.
  - c. **CITY:** City of Falls Church.
  - d. **DAY:** Unless otherwise specified "day" or "days" shall mean calendar days
  - e. **GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.
  - f. **INFORMALITY:** A minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
  - g. **PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a).
  - h. **PROPOSAL:** The offer of a supplier to provide goods and/or services in accordance with general specifications or requirements in a Request for Proposal solicitation (RFP). A Proposal is subject to scope and price negotiation.
  - i. **PURCHASING MANAGER:** The Purchasing Manager employed by the City of Falls Church, Virginia.
  - j. **REQUEST FOR PROPOSAL (RFP):** A request which is made to prospective suppliers (Offeror) for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
  - k. **RESPONSIBLE OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.
  - l. **SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
  - m. **SOLICITATION:** Depending upon the context – (1) an RFP or IFB or (2) the process of notifying prospective bidders/offerors that the City wishes to receive bids/proposal on a set of requirements to provide goods or services.
  - n. **STATE:** Commonwealth of Virginia.

#### **CONDITIONS OF SOLICITATION RESPONSE**

2. **TAX EXEMPTION:** The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Certificated furnished upon request. The price proposed must be net, exclusive of taxes
3. **PROHIBITION AGAINST UNIFORM PRICING -** In submitting a solicitation response each offeror shall, by virtue of submitting a proposal, guarantee that he or she has not been a party with other offerors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the proposals of participating offerors. .

**AWARD**

4. **AWARD OR REJECTION OF OFFERS:**
  - a. Awards resulting from an RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP.
  - b. In determining the responsibility of an offeror, a number of factors, including but not limited to the following factors will be considered. The offeror should:
    - 1) be a regular dealer, supplier, or contractor, or when required in the solicitation an authorized dealer, of the goods or services offered;
    - 2) have the ability to comply with the required delivery or performance schedule, taking into consideration other business commitments;
    - 3) have a satisfactory record of performance;
    - 4) have a satisfactory record of integrity; and,
    - 5) have the necessary facilities, organization, experience, technical skills, and financial resources to fulfill the terms of the purchase order or Contract.
  - c. The City reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all offers and to waive any informality in offers received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of City.
  - d. All awards for goods and services over \$100,000 and professional services over \$60,000 are contingent upon City Council approval.
  - e. The City has the indisputable right to accept or reject any proposal or part of any proposal, cancel and/or stop any solicitation.
5. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS** - A written award notice (or Acceptance Agreement, contract, or Purchase order) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:
  - a. City Solicitation Forms and other documents which may be incorporated by reference, if applicable,
  - b. General Conditions and Instructions to Offerors,
  - c. Specific or Special Provisions and Specifications,
  - d. Pricing Schedule,
  - e. Any Addenda/Amendments/Memoranda of Negotiations
6. **PROMPT PAYMENT DISCOUNT** - In connection with any discount offered, time will be computed from the date of delivery of the services or supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the City, if the latter is later than the date of acceptance. In the event the offeror does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
7. **CONTRACT ALTERATIONS** - No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.
8. **ASSIGNMENT OF CONTRACT** - Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties (in whole or in part) to any other person, firm or corporation, without the previous written consent of the City. If the Contractor desires to assign their right to payment of the contract, Contractor shall notify the Purchasing Manager immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
9. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available for the purchase of goods and services.

**CONTRACT PROVISIONS**

10. **ANTI-TRUST:** By entering into a contract, the offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.
11. **INDEMNIFICATION** - Contractor shall indemnify, keep and hold harmless the City, its agents, officials, and employees against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the City in consequence of the granting of a contract or which may otherwise result therefrom including the use of any materials, goods or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the City or to failure of the City to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.
12. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request For Proposal, the signed proposal submitted by the Contractor, the Standard Provisions, Specifications, Specific Terms and Conditions, and the General Terms and Conditions Instructions to Offers, all of which shall be referred to collectively as the Contract Documents.
13. **ANTI-DISCRIMINATION:** By submitting their proposals all offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:  
In every contract over \$10,000.00 the provisions in "a" and "b" below apply:
  - a. During the performance of this contract, the contractor agrees as follows:
    - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
14. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the City.  
  
By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
15. **CRIMINAL SANCTIONS:** The provisions referenced in Item 19 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
16. **FORCE MAJEURE:** Neither party shall be liable for any delay or failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, acts by the public enemy, or other cause beyond such party's



reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

17. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City, the Contractor certifies that the Contractor does not, and shall not, during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
18. **USE OF INFORMATION:** Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the City furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on City premises or under City control shall remain City property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such information, shall be returned to City at its request, and in any event within thirty (30) days after the expiration or termination of the contract. Unless such information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by City or a third party without breach of any agreement, it shall be kept strictly confidential and shall be used only in performing services under this Agreement, and may not be used for other purposes except upon such terms as may be agreed upon between Contractor and City in writing. Unless approved in writing by the Purchasing Manager, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.
19. **RECORD RETENTION/AUDITS:** The Contractor shall maintain accurate records of all invoices, amounts billable to and payments made by the City, during the performance of the contract and for a period of three (3) years from the completion of this agreement. Such records shall include, but not be limited to: all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Contractor's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments, and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Contractor's normal working hours. City personnel or designee may perform in-progress and post-audits of the Contractor's records.
20. **BANKRUPTCY:** If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, and after giving the Contractor written notice, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.
21. **SUBCONTRACTING:** If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor that subcontractor's status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.  
  
The Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.
22. **PAYMENTS TO SUBCONTRACTORS:** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Agreement, the Contractor shall either:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this agreement; or,
  - b. Notify the City and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include this provision in each of its subcontracts requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

23. **TIME OF THE ESSENCE:** - Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
24. **KEY PERSONNEL** - Any personnel named in the offer details will remain responsible for performance of the described task(s) throughout the period of any contract resulting from the solicitation. No diversion or replacement may be made without advance written notice to the Purchasing Manager and submission of a resume of the proposed replacement for review and approval by the City.
25. **REPORTS** - The Contractor must submit status reports as requested appropriate to the tasks and projects that are developed under contract in a form, format and frequency satisfactory to the City.
26. **OWNERSHIP OF MATERIAL** - Ownership of all data, materials and documentation originated and prepared for the City pursuant to the solicitation shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

#### **OFFEROR REMEDIES**

27. **PROTEST OF AWARD OR DECISION TO AWARD:**  
Any offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Manager, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first in pursuant to this RFP only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

#### **GENERAL**

28. **LEGAL ACTION:** No offeror, potential offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.
29. **RIGHTS OF THE CITY:** The City reserves the right to accept or reject all or any part of proposals, waive minor technicalities/informalities and award the contract to the most qualified and best suited offeror to best serve the interest of the City.
30. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods, and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
31. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Manager before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
32. **GENERAL GUARANTY:** The Contractor agrees to:
  - a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.
  - b. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City.
  - c. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.

33. **SERVICE CONTRACT GUARANTY:** The Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
  - Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
  - Render all work and services in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
  - Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the offeror for any services not rendered in strict conformity with the contract.
  - Stipulate that the presence of a City inspector/representative shall not lessen the obligation of the offeror for performance in accordance with the contract requirements, or be deemed a defense on the part of the offeror for infraction thereof.
34. **OFFICIALS NOT TO BENEFIT-**
- Each offeror shall certify, upon signing a proposal, that to the best of his or her knowledge no City of Falls Church official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
  - Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
  - In the event the offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the offeror shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Falls Church, VA 22046. Relevant Invitation/Request for Proposal Number should be referenced in the disclosure.
35. **REGISTERING OF CORPORATIONS-**Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.
36. **COVENANT AGAINST CONTINGENT FEES -**The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
37. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the offeror or subcontractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Nothing contained in this section shall be construed to require the City, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the City.

38. INELIGIBILITY:

- a. Any person or firm suspended or debarred from participation in City procurement shall be notified in writing by the Purchasing Manager in accordance with the City Purchasing Policy incorporated herein by reference.

39. SMALL, WOMAN AND MINORITY-OWNED BUSINESS (SWaM):

- a. The City encourages Small, Woman and Minority-owned business to participate in business opportunities with the City.
- b. Where Federal grants or monies are involved it is the policy of City, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.
- c. Contact the Virginia Department of Minority Business Enterprise for more information regarding certification and certified businesses: <http://www.dmb.e.virginia.gov/>

40. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

41. AMERICANS WITH DISABILITY ACT - The City is fully committed to letter and spirit of the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all City programs, activities and services. The City's government contractors, subcontractors, offerors, and/or suppliers are subject to this ADA policy. All individuals having any City contractual agreement must make the same commitment. The Contractor's acceptance of any contract with the City acknowledges your commitment and compliance with ADA.

## **14.0 ATTACHMENTS**

Attachment A	<b>Program Proposal Price Schedule</b>
Attachment B	<b>References</b>
Attachment C	<b>Submission Checklist Summary</b>
Attachment D	<b>Refund Policy</b>
Attachment E	<b>Camp Guidelines</b>

**ATTACHMENT A – PROGRAM PROPOSAL PRICE SCHEDULE**

*The form for the session of December 1, 2010 - April 30, 2011 will be added on or about September 1, 2010.*

**COMPLETE A SEPARATE PRICING FORM FOR EACH CAMP BEING OFFERED**

**FIRM:** \_\_\_\_\_ **CAMP TYPE/NAME:** \_\_\_\_\_

How many weeks would you be interested in providing this camp? \_\_\_\_\_

**Session:** Please circle the weeks you are available to provide this camp.

A1: June 14-18	D: July 12- July 16	H: August 9- 13
A: June 21-25	E: July 19 – July 23	I: August 16-20
B: June 28-July 2	F: July 26 – 30	J: August 23-27
C: July 5 – July 9	G: August 2 – August 6	K: August 30- Sept. 3

\*Please be advised that students in Falls Church City Schools are still in session during week A1. Your audience would be private schools and home schooled children.

**CAMP PROFILE**

1. Number of students per session: \_\_\_\_\_ Minimum \_\_\_\_\_ Maximum
2. Student Profile: From \_\_\_\_\_ To \_\_\_\_\_ years of age
3. Camp Hours: From \_\_\_\_\_ To \_\_\_\_\_
4. Type of Space: \_\_\_\_\_
5. Special Requirements: \_\_\_\_\_

**PRICE SCHEDULE**

1. Total Student Fee per program session period per student: \$ \_\_\_\_\_/Student
2. Percentage of Student Fee to be paid to Contractor. \_\_\_\_\_%
3. Term Discount: \_\_\_\_\_% Net \_\_\_\_\_ Days
4. Options: Explain and include prices.

**All fee, charges and costs must be identified along with options on this form.**  
Add pages as needed.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**By signing this Proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this solicitation.**

**ATTACHMENT B - REFERENCES**

Submit references for contracts/projects similar in scope to the requirements in this solicitation. References should be for current work or projects completed within the last three (3) years.

Has your firm ever traded or done business under another name? If yes, please provide details.

Please Type or Print Legibly.

1. Firm Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

\*\*\*\*\*

2. Firm Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

\*\*\*\*\*

3. Firm Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

\*\*\*\*\*

4. Experience/references with City of Falls Church programs (if any). Include Key City Contract, Name of program(s), Dates, etc.

Contact for  
Contract Negotiation: \_\_\_\_\_ / Title: \_\_\_\_\_

Email address: \_\_\_\_\_ Tele. No. \_\_\_\_\_

**ATTACHMENT C - Proposal Submission Checklist Summary**

The following is a summary of the minimum information and documents to be included in your proposal.

1. Cover Sheet
2. Attachment A "Program Proposal Price Schedule"
3. Attachment B "References"
4. Proof of insurance
5. A written proposal addressing all aspects of the Request for Proposal including but not limited to:
  - a. detailed information about your staff, selection policy, hiring procedures and training
  - b. a curriculum with goals, objectives proposed in the psychomotor (physical),
  - c. cognitive (intellectual) and affective (social) domains, and a sample schedule.
  - d. for specialty sports camps, the evaluation form that will be completed by camp staff and given to each camper listing areas that improved and areas that still need improvement.
  - e. describe the free gift campers will receive.
  - f. list/describe equipment/material that is included and will be given to participants as part of the total Student Fee.



## ATTACHMENT D – CAMP REFUND POLICY

### CAMP REFUND POLICY

The City will provide a full credit or refund for a camp if the camp is cancelled by the City's Recreation and Parks Department ("Department"), or upon request when schedule or location changes made by the Department prohibit or limit an individual's ability to attend a camp. For any reason other than those noted above, a "Request for Refund/Household Credit" form must be completed and submitted to the City at least **two weeks** before the start of camp.

-Requests for a refund made at least two weeks before the start of camp will be granted, less a 20% processing fee.

-Requests for a credit made at least two weeks before the start of camp will be granted, less a 10% processing fee.

-Requests less than two weeks before camp starts will **only** be granted for medical reasons (doctor's note required).

-No refunds or household credits will be given if the request for such is submitted less than 2 weeks before the camp starts, nor after it has ended.

**ATTACHMENT E - CAMP CONTRACTOR GUIDELINES**

**Camp Contractor Guidelines  
City of Falls Church  
Summer 2010 (as may be updated by City)**

The Camp Contractor Guidelines set forth are supplemental to the material provided in the request for proposal and should not be viewed as all inclusive. The purpose of this guideline packet is to clarify our expectations of the contractors we work with and the staff those contractors hire. Please share this information included in this packet with your staff. If you have any questions about material listed in these guidelines, please contact Amy Maltese, Camp Coordinator for the City of Falls Church at (703) 248-5307 or [amaltese@fallschurchva.gov](mailto:amaltese@fallschurchva.gov).

**Pre-camp Information:**

-For camps who have not reached minimum enrollment two weeks (14 days) prior to the start of camp, a phone call will be made to camper families informing them about the potential cancellation due to low enrollment.

Each camp must have met its minimum enrollment at least one week (seven days) prior to the first day of camp. Those camps that have not met their minimum enrollment by the cut off date will be cancelled by the department and fees will be returned to campers.

-Our camp refund policy is as follows:

Request for a refund must be submitted at least two weeks before the start of camp. Requests for a refund made two weeks before the camp starts will be granted. Requests less than two weeks before a session begins will only be granted for medical reasons (doctors note required). No refunds or household credits will be given if the request for such is submitted less than 2 weeks before the camp starts, nor after it has ended. The Contractor will not bill the City for any campers granted a refund.

**Please be aware that the refund requests take some time to be processed upon receipt. Therefore, if you receive a headcount two weeks prior to the start of camp, that number is subject to change if a refund request has been received but not yet processed. As a result, your numbers are subject to change up to one week before the start date of your camp.**

- Contractors are responsible for submitting a Criminal History Police Check report on each of their staff members. This request is made in accordance with title 19.2, section 389, Code of Virginia, and if requested by the department a complete background check for every person who will be working with children.

**-Staff members shall be at least 16 years of age and for co-ed camps, you must have co-ed staff hired.**

**-There must be at least one staff member for every ten campers during camp instructional time.** The Program Director shall be excluded from the calculation of staff to camper's ratio unless the Director will actually be serving as an instructor.

### **General Camp Guidelines:**

**-Campers need to be supervised at all times.** Staff should always be able to see and hear campers.

- At the completion of specialized sport camp an evaluation form is to be completed by the camp staff and given to each participant to provide the camper with some goals for improvement.

-Each camper is also to be given an evaluation form at the conclusion of the camp to evaluate the camp. This form will be supplied by the City and the contractor is responsible for distributing the form.

-The Contractor is responsible for cleaning up all trash left by the campers and staff, and placing the trash in receptacles provided by the City. Any cleaning done by the City will have a fee assessed to it and charged to the Contractor.

-The selling of food/beverages must be approved in advance. Contractors are not permitted to sell candy.

-The Contractor will be responsible for repair or replacement of any equipment belonging to the City or the City Schools, which is damaged, destroyed or broken by any of the campers or staff. The Contractor will be required to assume full replacement responsibility for any City or City School property, issued to the Contractor for use in the camp that is stolen or lost.

-Contractors are prohibited from hanging items on walls at city or school district facilities.

-The Contractor will comply with the provisions of the American with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

**-Emergency Contact information forms for each camper will be made available for parents at the time of registration. It is the contractor's responsibility to collect the forms on the first day of camp and ensure that there is one for each child.**

-For camps using the synthetic turf rectangular field located at George Mason High School: Food, drinks and gum are prohibited on the field. Also, in an effort to prevent excessive wear of the field, please rotate what part of the field you use each day.

-For off-site camps: If the bus is late arriving in the morning, please call the front desk at (703) 248-5077 to notify us. The bus driver is expected to remain on-site with the bus for the duration of the camp. If you encounter any issues with the bus, please contact the front desk.

### **Rosters and Attendance/Roll Call:**

-Rosters are available prior to the start of camp by calling the front desk at (703) 248-5077.

-The Monday morning of your camp week: If your camp is located at the Falls Church Community Center, your roster will be placed at the front desk. If your camp is located offsite, the staff person traveling with the campers will have your roster.

-If you require waivers and there is a waiver missing, please call us at (703) 248-5077 so that we may fax or e-mail it to you.

-Camps will be required to have campers sign in and out daily. The signed sheets should be submitted weekly to the City. Staff should conduct a roll call hourly. Sign in sheets can be provided to you with your roster upon request.

**-The Contractor is responsible for assuring that all campers have been picked up by their parents or individuals designated by the parents or guardian prior to departure from the camp each day. If any problem arises concerning pick up of campers by parents or designated driver, the Contractor must contact Recreation & Parks Department staff immediately at (703) 248-5077.**

### **Staff Expectations:**

-Staff should be mindful of the experience of the camper at all times. Please keep a watch for children who are bullying/being bullied, name calling and teasing. These are prime reasons why a child's camp experience is ruined and families withdraw from camp.

-Smoking is prohibited on school property. Staff should never smoke in the view of campers. Staff cannot leave the campsite for a cigarette break if it creates a ratio that exceeds 1 staff person per 10 campers.

-Staff should never be on their cell phone during camp hours. Although you might still be with your campers, if you are on a cell phone, you are not actively watching your campers and you are therefore removed from the staff to camper ratio and can create a liability.

-Staff should always be mindful of their actions and set an example to campers. Staff should never swear or talk about inappropriate topics while at camp.

-No photos of campers may be posted on the internet including social websites such as facebook, etc.

-Clothing should always be appropriate and should never be revealing. Our policy is that bottoms should be no shorter than the length of the wearer's fingertips when hanging by their side. No part of anyone's stomach section should be showing. No clothing exhibiting offensive or obscene symbols or that promotes violence, drugs, alcohol or tobacco may be worn. Staff should refrain from wearing cut-off jeans and clothing with holes.

### **Injuries/Emergencies and First Aid:**

-The contractor must have a staff member certified in CPR and first aid on site during camp hours.

-The contractor must have a first aid kit on site at all times (including camps that are located at the Falls Church Community Center). Key components that should be included are band aids, ice packs, alcohol cleaning wipes, and antibiotic ointment.

-All camps should have an injury form to be completed when a child gets hurt. As a rule of thumb, if you have to apply an ice pack, complete an injury form. A copy of the injury form needs to be submitted to Amy Maltese, Camp Coordinator the day the injury occurs. You may use our form if you would like.

-In the event a child gets injured at camp, you **must** notify a parent/guardian immediately. For any injury in which you contact a parent, you must also notify camp coordinator, Amy Maltese.

**After Camp:**

- Contractors must submit an invoice in order for the City to process payment.
  - Contractors must provide Camp Coordinator, Amy Maltese with the week's attendance sheet every Friday.
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**Please understand that the City of Falls Church has a 100% satisfaction policy. Parents have the right to withdraw their child from a camp that they find to be unsatisfactory. These families will be given a full refund and we strongly encourage all contractors to agree to the full refund for these families.**

**Contact Information:**

Front Desk: (703) 248-5077  
Amy Maltese, Camp Coordinator: (703) 248-5307  
Debbie Woodbury, Program Supervisor: (703) 248-5137  
Jenny Elmore, Senior Program Supervisor: (703) 248-5199  
Daniel Schlitt, Deputy Director: (703) 248-5150

**THANK YOU!**

